

INFECTIOUS DISEASE WAIVER OF LIABILITY, RELEASE OF CLAIMS, INDEMNITY AND  
HOLD HARMLESS AGREEMENT

In consideration of being allowed to participate in T99 (“T99”) practices, drills, scrimmages, games, related events and activities (collectively referred to herein as, “Activities” and individually as an “Activity”), operated by T99 Enterprises, LLC (the “Company”), the undersigned acknowledges, understands, certifies and agrees to all of the following agreements and provisions contained in this Infectious Disease Waiver of Liability, Release of Claims, Indemnity and Hold Harmless Agreement (the “Agreement”):

1. I understand the novel coronavirus (“COVID-19”) is extremely contagious and is believed to spread mainly from person-to person contact and is wide-spread across the United States of America, including the State of Texas.
2. I certify that I have not recently tested positive for and am not exhibiting symptoms of COVID-19, which include a cough, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, fever over 99.5 degrees, muscle or body aches, sore throat and/or diarrhea.
3. I certify that I do not have a household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19.
4. I understand if I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury or death.
5. I agree to comply with the rules and regulations of T99 for safe play and event operation along with the rules and regulations of the owners of the premises where T99 conducts its Activities (the “Facility Owners”). I acknowledge and am aware that such rules and regulations are regularly modified and updated. I accept full responsibility for familiarizing myself and complying with the most recent updates of such rules, regulations and guidelines.
6. I understand that the Company cannot ensure that all other participants, including coaches and volunteers, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, coaches and volunteers, and therefore participation in T99 Activities involves risk of exposure to infectious disease including but not limited to COVID-19, MRSA and Influenza. While the Company has put in place preventative measures to reduce the spread of COVID-19 and other infectious diseases; the Company cannot guarantee that you or your player or your family members will not become infected with COVID-19 or any other infectious disease. Further, attending any T99 Activities could increase your risk, your family members’ risk and your player’s risk of contracting COVID-19 or any other infectious disease. While compliance with T99’s and the Facility Owners rules, regulations and guidelines may reduce the risk of contracting COVID-19 or any other infectious disease, the risk of serious illness and death does exist.
7. To the best of my knowledge, my player and myself are of good health, are not immune compromised and can fully participate in T99 Activities as a player. Notwithstanding the risks associated with COVID-19 or any other infectious disease, which I readily acknowledge, I hereby voluntarily choose to participate in any and all T99 Activities as a player and to enter any and all premises used by T99 for its Activities knowing that any of the Activities may be hazardous to me and I knowingly assume and freely assume such risks, both known and unknown, even if arising from the negligence of the Releasees (as defined below). I VOLUNTARILY ASSUME FULL

RESPONSIBILITY FOR ANY RISKS OF LOSS, DAMAGE, PERSONAL LOSS, ILLNESS, INJURY OR DEATH FROM COVID-19, OR ANY OTHER INFECTIOUS DISEASE, THAT MAY BE SUSTAINED BY ME, MY FAMILY MEMBERS OR MY PLAYER AS A RESULT OF BEING ENGAGED IN ANY T99

ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, ITS MEMBERS, COACHES, CONTRACTORS, VOLUNTEERS, AGENTS, EMPLOYEES, OR BY THE FACILITY OWNERS (COLLECTIVELY REFERRED TO HEREIN AS "RELEASEES" OR INDIVIDUALLY AS "RELEASEE") OR OTHERWISE.

8. In consideration for participating in T99 Activities and for other valuable consideration which is hereby acknowledged, I hereby RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE AND COVENANT NOT TO SUE RELEASEES from any and all liability, claims, costs, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness or injury, including death, that may be sustained by me, my family members or my player FROM COVID-19, OR ANY OTHER INFECTIOUS DISEASES, AS A RESULT OF BEING ENGAGED IN ANY OF THE T99 ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
9. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, costs or expenses of any nature whatsoever including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal or otherwise, arising from or out of, or relating to, directly or indirectly, an infection of myself, my player or my family members with COVID-19, or any other infectious disease, illness or injury.
10. It is my expressed intent that this Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above RELEASEES.
11. I understand that the Company (or any RELEASEE) will not be responsible for any medical costs associated with any illness from COVID-19 or any other infectious disease that I, my player or my family members may sustain as a result of participating in any T99 Activities.
12. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY T99 AND RELEASEES TO BE ON PREMISES AND TO PARTICIPATE IN THE ACTIVITIES.
13. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Texas.
14. Electronic, email or facsimile signatures on this Agreement shall be construed for all purposes as original signatures.
15. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such

illegal, invalid, or unenforceable provision there shall be automatically added, as part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

16. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

BY SIGNING THIS Infectious Disease Waiver of Liability, Release of Claims, Indemnity and Hold Harmless Agreement, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made;

I have hereunto set my hand on this 1<sup>st</sup> day of July, 2020.

**PLAYER (IF 18 OR OVER)**

By: \_\_\_\_\_

(Printed Name)

Name: \_\_\_\_\_

(Signature)

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE OF 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant in T99, have read and explained the provisions in this Agreement to my child/ward including the risks of presence and participation in T99 and his/personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself and my spouse, and child/ward do consent and agree to the terms and provisions of this Agreement, including, without limitation to the release, indemnity and hold harmless provisions contained herein and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these Activities as provided in this Agreement, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES, to the fullest extent provided by law.

NAME OF PARENT/GUARDIAN: \_\_\_\_\_

PARENT GUARDIAN/SIGNATURE: \_\_\_\_\_

DATE SIGNED: July 1, 2020